

BILL NO. S-74-05-21

SPECIAL ORDINANCE NO. S- 77-74

AN ORDINANCE approving a contract with NIEMEYER
CORP. for water main extension in Tillman Road
Hessen Cassel area (Trier Ridge Park)

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The water contract dated April 9, 1974, between the City
of Fort Wayne, by and through its Mayor and the Board of Public Works, and NIE-
MEYER CORP. for the construction of a water main, as follows:

From the existing water main on the Tillman Road, 27[±] feet west of
the east property line of Hessen Cassel Road, eastward 1360[±] feet
to the existing water main 9[±] feet east of the west property line of
Gathings Dr.

for a total cost of \$20,141.20 , of which \$10,461.55 will be paid by water utility,
all as more particularly set forth in Water Contract No. 7327, which is on file in
the office of the Board of Public Works, and is by reference incorporated herein
and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.


Councilman

Read the first time in full and on motion by Burns, seconded by Hing, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-14-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hing, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 5-28-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-77-74 on the 28th day of May, 1974.

ATTEST: (SEAL)
Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1974, at the hour of 11:20 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of May, 1974, at the hour of 3:30 o'clock P. M., E.S.T.

Jack A. Ford
MAYOR

Bill No. S-74-05-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with NIEMEYER CORP. for water main extension
in Tillman Road Hessen Cassel area (Trier Ridge Park)

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance OK PASS.

Paul M. Burns - Chairman

James S. Stier - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

DATE 5-28-44 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 7327BOARD ORDER NO. 64-73WORK ORDER NO. 62695

THIS AGREEMENT, made and entered into this 9th day of April, 1973, by and between NIEMEYER, CORP., hereinafter called Contributor and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, by and through the Mayor and Board of Public Works of said City, hereinafter called Utility, WITNESSETH:

That the said Contributor and the said Utility for the considerations hereinafter named, agree as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct 1360± feet of sixteen (16") inch ductile iron water main, including all necessary fittings as follows:

From the existing water main on the Tillman Road, 27± feet west of the east property line of Hessen Cassel Road, eastward 1360± feet to the existing water main 9± feet east of the west property line of Gathings Dr.

2. That said water main system shall be constructed according to the standards, plans and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main at a cost of Nineteen Thousand Ninety One and 20/100 (\$19,091.20) Dollars, and that said Utility shall furnish the necessary labor for inspection, pressure testing, disinfection and engineering at a cost of One Thousand Fifty and no/100 (\$1,050.00) Dollars. Therefore, the total cost of said water main is Twenty Thousand One Hundred Forty One and 20/100 (\$20,141.20) Dollars. It is further understood and agreed by and between the parties of this contract that the said Contributor shall bear the cost of the water main on the basis of a six (6") inch main, the cost of which is Eight Thousand Six Hundred Twenty Nine and 65/100 (\$8,629.65) Dollars, and which amount is the contract price of this Agreement. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor the difference between the cost of materials, contractual labor and equipment as supplied by the contractor, as referred to above and the contract price of this Agreement, said difference being Ten Thousand Four Hundred Sixty One and 55/100 (\$10,461.55) Dollars.
4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of fifteen (15) years from the above date and become a permanent consumer of water on the property on the north side of and adjacent to the Tillman Road from a point 140± feet east of the centerline of

4. (continued)

Hessen Cassel Road, eastward 1245± feet, located in the southwest $\frac{1}{4}$ section 29, Township 30 North, range 13 east (Adams Township), Allen County, Indiana or any part or parts thereof, he shall apply to the said Utility for a permit to tap the above said water main and shall be required to pay to said Utility his share of the installation cost in addition to the regular tapping fee which share shall be \$3.475 per frontal foot. The money so collected shall be paid to the Contributor.

5. It is further understood and agreed by and between the parties of this contract that at such time as the Contributor, or his successors in title or assigns, should desire and/or require water service for Lots 135, 136, 137, 140 and/or 141 in Trier Ridge Park Addition, Section 3, or any part or parts thereof, the Contributor shall initiate contractual proceedings for the construction of and shall construct a sixteen (16) inch water main in Hessen Cassel Road from the existing water main in Debeney Drive southward to the south property line of Lot 141 in said Addition. The Utility will furnish, at their expense, the necessary labor, materials and equipment to prepare construction plans, inspect the construction of said water main, and pressure test and disinfect said water main. The Contributor shall furnish all necessary labor, materials, and equipment for said construction of, and obtain necessary permits for, said water main and the Utility will reimburse the Contributor for the difference in the cost between that of pipe and fittings necessary to construct the said main, based on a sixteen (16) inch main and the cost of said pipe and fittings if said main were a six (6) inch main. The Utility will, simultaneously, cause to be constructed at their expense a sixteen (16) inch main on Hessen Cassel Road from the existing City owned main at Tillman Road southward to Debeney Drive. In the event the construction of said water main on Hessen Cassel Road south of Debeney Drive is required for service to properties adjacent thereto, other than those in Trier Ridge Park Addition, Section 3, then the Contributor shall pay a fair share of the construction costs of said water main for Lots 135, 136, 137, 138, 139, 140, and/or 141 in said Addition, or any part or parts thereof which may be adjacent to said water main so constructed along Hessen Cassel Road.
6. The Utility may approve the extension of additional water mains from the water main covered in this contract without incurring any financial obligations to the Contributor under this contract except it is understood and agreed that the Utility will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payment of his aforesaid share of the installation cost of this main.
7. It is further understood and agreed that, upon completion and acceptance by the Utility, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and that all rights, title, and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.

8. This Agreement, although executed on behalf of the Utility by its Mayor and Board of Public Works, shall not be binding upon the Utility unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

WITNESS THE HANDS AND SEAL of said parties the day and year are first above written.

FORT WAYNE WATER UTILITY

BOARD OF PUBLIC WORKS:

R. D. Bonnell
Chairman
Ronald L. Bonnell

ATTEST:

Edna L. Smith
Clerk

IVAN A LEBAMOFF, MAYOR

Ivan A. Lebamoff

APPROVED AS TO FORM AND LEGALITY:

[Signature]

NIEMEYER, CORP.

BY: *Winneth Niemeyer*

THIS INSTRUMENT PREPARED BY:

D. L. Foland, P.E., Chief Water Engr.

APPROVED by the Common Council of the City of Fort Wayne, Indiana on

_____, 1974. Special Ordinance No. _____

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this

27 day of March, 1974, personally
appeared Gene Niemeyer

and acknowledged said instrument to be his (her) voluntary act and
deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.

Pauline Horn
Notary Public

MY COMMISSION EXPIRES:

May 23, 1976

ACKNOWLEDGEMENT

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 1972, personally appeared the within named IVAN A. LEBAMOFF, Mayor of the City of Fort Wayne; JERRY D. BOSWELL, RONALD L. BONAR and WILLIAM G. WILLIAMS, members of the Board of Public Works, City of Fort Wayne, Indiana; EDNA I. SMITH, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

My Commission Expires:

S-74-05-21DIGEST SHEETTITLE OF ORDINANCE: Water Contract No. 7327 with Niemeyer CorpDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Water Contract 7327 with Niemeyer Corporation provides
for main extension in Tillman Road/Hessen Cassel area (Trier Ridge Park).Total cost of main is \$20,141.20 set out as follows:Cost to contributor \$ 8,629.65Engineering & inspection furnished by Utility 1,050.00Cost to Utility for oversizing to provide forfuture expansion 10,461.55TOTAL \$20,141.20EFFECT OF PASSAGE: Water service provided for more Utility customers.EFFECT OF NON-PASSAGE: Failure to provide requested service and loss of
future revenues to Utility.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$10,461.55 cost to water Utility for oversizing main.ASSIGNED TO COMMITTEE (J.N.): City Utilities